

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

IN THE LAKE COUNTY CIRCUIT COURT
CAUSE NO. 45C01-0105-CP-00525

STATE OF INDIANA,)

Plaintiff,)

v.)

TROY CARPENTER,)

Individually, and d/b/a)
T.A.T. Construction,)

Defendant.)

Filed in Open Court

SEP 19 2002

Anna M. Anton
CLERK LAKE CIRCUIT COURT

DEFAULT JUDGMENT

The plaintiff, State of Indiana, has filed its Motion for Default Judgment. The Court has read the same and, being duly advised in the premises, now finds the following:

1. The Court has subject matter jurisdiction and personal jurisdiction over the defendant.
2. The plaintiff effected service by publication in this matter more than thirty days before the plaintiff's Motion for Default Judgment.
3. The defendant has failed to appear, plead, or otherwise properly respond to the complaint.
4. The defendant is not an infant, incompetent, or in military service.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Motion for Default Judgment is **GRANTED** in favor of the plaintiff, State of Indiana, and against the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that:

1. The defendant is permanently enjoined, pursuant to Indiana Code § 24-5-0.5-4(c)(1),
from:
 - a. in the course of entering into home improvement transactions, failing to provide to the consumer a written, completed home improvement contract which includes at a minimum the following:
 - i. the name of the consumer and the address of the residential property that is the subject of the home improvement;
 - ii. the name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
 - iii. the date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
 - iv. a reasonably detailed description of the proposed home improvements;
 - v. if the description required by Indiana Code § 24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
 - vi. the approximate starting and completion date of the home improvements;
 - vii. a statement of any contingencies that would materially change the approximate completion date;
 - viii. the home improvement contract price; and

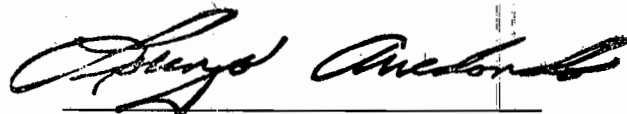
ix. signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legibly printed or typed version of that person's name placed directly after or below the signature;

b. in the course of entering into home improvement transactions, failing to agree unequivocally by written signature to all of the terms of a home improvement contract before the consumer signs the home improvement contract and before the consumer can be required to make any down payment; and

c. in the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer before it is signed by the consumer.

2. Pursuant to Indiana Code § 24-5-0.5-4(c)(3), the defendant must pay to the Office of the Attorney General costs in the amount of Seven Hundred Thrity Seven and 50/100 Dollars (\$737.50) for the Attorney General's reasonable expenses incurred in the investigation and prosecution of this action.

ALL ORDERED, ADJUDGED AND DECREED on this 19th day of Sept., 2002.



Judge, Lake Superior Court

DISTRIBUTION:

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